



Sale of Goods Act 1979

1979 CHAPTER 54

PART II

FORMATION OF THE CONTRACT

[^{F1} Miscellaneous]

Textual Amendments

F1 Cross-heading preceding s. 15A inserted (3.1.1995) by 1994 c. 35, ss. 4(1), 8(2) (with s. 8(3)).

[^{F2}15A Modification of remedies for breach of condition in non-consumer cases.

- (1) Where in the case of a contract of sale—
 - (a) the buyer would, apart from this subsection, have the right to reject goods by reason of a breach on the part of the seller of a term implied by section 13, 14 or 15 above, but
 - (b) the breach is so slight that it would be unreasonable for him to reject them, then, if the buyer does not deal as consumer, the breach is not to be treated as a breach of condition but may be treated as a breach of warranty.
- (2) This section applies unless a contrary intention appears in, or is to be implied from, the contract.
- (3) It is for the seller to show that a breach fell within subsection (1)(b) above.
- (4) This section does not apply to Scotland.]

Textual Amendments

F2 S. 15A inserted (3.1.1995) by 1994 c. 35, ss. 4(1), 8(2) (with s. 8(3)).

Status: Point in time view as at 03/01/1995.

Changes to legislation: There are currently no known outstanding effects for the Sale of Goods Act 1979, Cross Heading: Miscellaneous. (See end of Document for details)

[^{F3}15B Remedies for breach of contract as respects Scotland.

- (1) Where in a contract of sale the seller is in breach of any term of the contract (express or implied), the buyer shall be entitled—
 - (a) to claim damages, and
 - (b) if the breach is material, to reject any goods delivered under the contract and treat it as repudiated.
- (2) Where a contract of sale is a consumer contract, then, for the purposes of subsection (1) (b) above, breach by the seller of any term (express or implied)—
 - (a) as to the quality of the goods or their fitness for a purpose,
 - (b) if the goods are, or are to be, sold by description, that the goods will correspond with the description,
 - (c) if the goods are, or are to be, sold by reference to a sample, that the bulk will correspond with the sample in quality,shall be deemed to be a material breach.
- (3) This section applies to Scotland only.]

Textual Amendments

F3 S. 15B inserted (3.1.1995) by 1994 c. 35, ss. 5(1), 8(2) (with s. 8(3)).

Status:

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There are currently no known outstanding effects for the Sale of Goods Act 1979, Cross
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